

ATTACHMENT 10: PROVISION OF CUSTOMER USAGE DATA- UNBUNDLED NETWORK ELEMENTS

1. INTRODUCTION (UNBUNDLED ELEMENTS)

The Parties agree that this Attachment 10: Provision of Customer Usage Data-Unbundled Network Elements and SBC Missouri's obligation to provide Usage Data under this attachment shall remain in effect only until March 11, 2006.

2. GENERAL REQUIREMENTS FOR USAGE DATA

- 2.1 SBC Missouri's provision of Usage Data to CLEC will be in accordance with the Performance Metrics as reported on the CLEC Online website. SBC Missouri's performance based on such Performance Metrics will begin to be measured and reported at the time CLEC begins providing local service to customers, but SBC Missouri's provision of Usage Data will not be required to meet such Performance Metrics until six (6) months after CLEC begins providing local services to customers.
- 2.2 SBC Missouri will retain Usage Data in accordance with SBC Daily Usage File User's Guide, available on the CLEC Online, subject to applicable laws and regulations.

3. USAGE DATA SPECIFICATIONS

- 3.1 SBC Missouri will provide all usage data for CLEC's customers using the SBC Missouri provided Network Element(s). Usage Data includes, but is not limited to, the following categories of information:

- completed calls;
- use of CLASS/LASS/Custom Features;
- calls to information providers reached via SBC Missouri facilities and contracted by SBC Missouri;
- calls to directory assistance where SBC Missouri provides such service to an CLEC customer;
- calls completed via SBC Missouri-provided operator services where SBC Missouri provides such service to CLEC's local service customer;
- records will include complete call detail and complete timing information for unbundled Network Elements.

SBC Missouri will provide Usage Data for calls that SBC Missouri records (e.g., unbundled local switching, but not loops

- 3.2 Intentionally Left Blank.
- 3.3 CLEC is responsible for payment of 976 intraLATA information service revenue billed to CLEC by SBC Missouri. CLEC will attempt to resolve all its end-user 976 intraLATA information service charge inquiries prior to requesting an adjustment from SBC Missouri. CLEC will make a comparable attempt to collect all 976 intraLATA charges as it makes to collect its own 900 information service charges. The Parties agree to establish settlement procedures to permit CLEC to receive adjustments from SBC Missouri for amounts CLEC customers refuse to pay for 976 services charges forwarded by SBC Missouri to CLEC for billing.
- 3.4 SBC Missouri will not adjust 976 charges without investigation by CLEC. Prior to requesting an adjustment under this subsection, CLEC will attempt to sustain 976 charges and make good faith efforts to collect said amounts from its end user customers in accordance with the procedures outlined for "Company" in SBC

Missouri's standard Contract For Information Delivery Service Dial 976, Section 11, dated September 20, 1989, or as otherwise mutually agreed to by the Parties.

4. USAGE DATA FORMAT

- 4.1 SBC Missouri will provide Usage Data in the Alliance for Telecommunications Industry Solutions (ATIS) Ordering and Billing Forum (OBF) Exchange Message Interface (EMI) format and by category, group and record type, as specified in the SBC Daily Usage File User's Guide, or as otherwise agreed to by the Parties.
- 4.2 SBC Missouri will include the Working Telephone Number (WTN) of the call originator on each EMI call record, when available.
- 4.3 End user customer usage records and station level detail records will be in packs in accordance with EMI guidelines.
- 4.4 Where technically feasible, SBC Missouri will provide CLEC with recordings which will permit it to render interLATA and intraLATA access bills and end-user bills associated with the use of unbundled network elements. Where such capability is not available (e.g., originating 800 and terminating access calls), SBC Missouri will continue to seek cost effective solutions and in the meantime will ensure that CLEC, as the local service provider, incurs no charges for the provision of such dialing capabilities to their customers.

5. USAGE DATA REQUIREMENTS

- 5.1 SBC Missouri will pack and organize the Usage Data according to EMI guidelines.
- 5.2 SBC Missouri will provide Usage Data to a CLEC location as agreed to by the Parties.
- 5.3 SBC Missouri will transmit formatted Usage Data to CLEC over Network Data Mover Network using CONNECT:Direct protocol, or otherwise agreed to by the Parties.
- 5.4 CLEC and SBC Missouri will test and certify the CONNECT:Direct interface to ensure the accurate transmission of Usage Data.
- 5.5 SBC Missouri will provide Usage Data to CLEC daily (normally Monday through Friday cycles). Holiday exceptions are listed in the SBC Daily Usage File User's Guide.
- 5.6 The IS Call Center can be contacted to respond to CLEC call usage, data error, and record transmission inquiries. Other Usage inquiries should be coordinated through Account Management.

6. CHARGES

- 6.1 SBC Missouri will bill and CLEC will pay the charges set forth in this Agreement. Billing and payment will be in accordance with the applicable terms and conditions set forth in this Agreement.

7. LOCAL ACCOUNT MAINTENANCE

- 7.1 When CLEC purchases certain Network Elements from SBC Missouri, SBC Missouri will provide CLEC with Local Account Maintenance. When SBC Missouri is acting as the switch provider for CLEC, where CLEC is employing UNEs to provide local service, SBC Missouri will notify CLEC whenever the local service customer disconnects switch port (e.g., WTN) service from CLEC to another local service provider. SBC

Missouri will provide this notification via a mutually agreeable 4-digit Local Use Transaction Code Status Indicator (TCSI) that will indicate the retail customer is terminating local service with CLEC. SBC Missouri will transmit the notification, via the Network Data Mover Network using the CONNECT:Direct protocol, within five (5) days of SBC Missouri reprovisioning the switch. The TCSI, sent by SBC Missouri, will be in the 960 byte industry standard CARE record format. CLEC will pay to SBC Missouri a per transaction charge of three hundred twenty three one hundredths of one cent (\$0.00) for SBC Missouri's transmission of the change notification.

- 7.2 SBC Missouri will accept account changes that affect only the pre-subscribed intraLATA and/or interLATA toll provider (PIC) through the following procedure: SBC Missouri will accept an LD "PIC Only" Change via the service Order feed to provision the LD change in SBC Missouri's network. SBC Missouri will convey the confirmation of the "PIC Only" change via the Work Order Completion feed. In addition, SBC Missouri will reject, via the industry standard CARE Record 3148, any Interexchange Carrier initiated change of the Primary Interexchange Carrier (PIC), where SBC Missouri is the switch provider either for the retail local services of SBC Missouri that CLEC resells or UNEs of SBC Missouri that CLEC employs in providing service.
- 7.3 These procedures are in addition to Service Order Procedures set forth in Attachment 7: Ordering and Provisioning - UNE. SBC Missouri will meet the Local Account Maintenance requirements set out in CLEC, Unbundled Network Element: Interconnection Interface Requirements, "Account Maintenance," version 1.0 (September 19, 1996), as updated or as the Parties may otherwise agree.